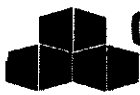


Exhibit A

**CORPORATE CREATIONS®**

Registered Agent • Director • Incorporation

Corporate Creations Network Inc.

11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

PartyLite Gifts, Inc.
 Raul Tellez Vice President of Legal
 Luminex Home Décor and Fragrance Company
 10521 Millington Ct.
 Cincinnati OH 45242

06/14/2019

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Item: 2019-7

Note: Any questions regarding the substance of the matter described below, including the status or how to respond, should be directed to the contact set forth in line 12 below or to the court or government agency where the matter is being heard. **IMPORTANT:** All changes or updates to the SOP contact individuals or their contact information must be submitted in writing to SOPcontact@corpcreations.com. Any changes will become effective upon written confirmation of Corporate Creations.

1.	Client Entity:	PartyLite Gifts, Inc.
2.	Title of Action:	Terri Fennimore vs. Partylite Gifts, Inc, et al.
3.	Document(s) Served:	Civil Action Summons Civil Case Information Statement Complaint and Demand for Jury Trial
4.	Court/Agency:	Mercer County Superior Court
5.	State Served:	New Jersey
6.	Case Number:	1137-19
7.	Case Type:	Age Discrimination
8.	Method of Service:	Hand Delivered
9.	Date Received:	Thursday 6/13/2019
10.	Date To Client:	Friday 6/14/2019
11.	# Days When Answer Due: Answer Due Date:	35 07/18/2019 <small>CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of the service in their records matches the Date Received.</small>
12.	SOP Sender: <small>(Name, City, State, and Phone Number)</small>	Richard M. Schall Moorestown, NJ (856) 914-9200
13.	Shipped To Client By:	Email Only with PDF Link
14.	Tracking Number:	
15.	Handled By:	311
16.	Notes:	None.

NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.

11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410 Tel: (561) 694-8107 Fax: (561) 694-1639

www.CorporateCreations.com

SUMMONS

Attorney(s) Richard M. Schall, ID. 030301993
 Office Address 110 Marter Avenue, Suite 105
 Town, State, Zip Code Moorestown, NJ 08057
 Telephone Number 856-914-9200
 Attorney(s) for Plaintiff Terri Fennimore
Terri Fennimore

**Superior Court of
New Jersey**

Mercer County
Law Division

Docket No: 1137-19

Plaintiff(s)

vs.

Partylite Gifts, Inc.

Partylite Worldwide, LLC

Defendant(s)

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

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1st Michelle Smith
 Clerk of the Superior Court

DATED: 06/11/2019

Name of Defendant to Be Served: Partylite Gifts, Inc. c/o Corporate Creations Network, Inc., Reg. Agent

Address of Defendant to Be Served: 600 Cordwainer Drive, Norwell MA 02061 12 Christopher Way, #200
Eatontown, NJ 07724

MER-L-001137-19 06/11/2019 11:20:05 AM Pg 1 of 2 Trans ID: LCV20191021713

Civil Case Information Statement

Case Details: MERCER | Civil Part Docket# L-001137-19

Case Caption: FENNIMORE TERRI VS PARTYLITE
GIFTS, INC .

Case Initiation Date: 06/11/2019

Attorney Name: RICHARD M SCHALL

Firm Name: SCHALL & BARASCH, LLC

Address: MOORESTOWN OFFICE CTR 110 MARTER AVE
STE 105

MOORESTOWN NJ 080570000

Phone:

Name of Party: PLAINTIFF : Fennimore, Terri

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same
transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

06/11/2019
Dated

/s/ RICHARD M SCHALL
Signed

6/11/2019

eCourts Civil Case Jacket

Judiciary eCourts System - Civil Part

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• [Help](#)

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CASE JACKET

User: RICHARD SCHALL

Docket Number: MER L 001137 - 19

[Back](#)[Create Summary Report](#)

Case Caption: Fennimore Terri Vs Partylite Gifts Inc

Court: Civil Part

Venue: Mercer

Case Initiation Date: 06/11/2019

Case Type: Law Against Discrimination (Lad) Cases

Case Status: Active

Jury Demand: 6 Jurors

Case Track: 3

Judge: Janetta D Marbrey

Team: 8

of Discovery Days: 450

Age of Case: 00 YR 00 MO

Consolidated Case: N

Original Discovery End Date:

Current Discovery End Date:

of DED Extensions: 0

Original Arbitration Date:

Current Arbitration Date:

of Arb Adjournments: 0

Original Trial Date:

Current Trial Date:

of Trial Date Adjournments: 0

Disposition Date:


Case Disposition: Open

Statewide Lien:

Plaintiffs (1) Defendants (2) ACMS Documents (1) Fees (1)

Terri Fennimore

Case Actions

Filed Date	Filings	Docket Text	Transaction ID	Entry Date
6/11/2019	 Complaint with Jury Demand for MER-L-001137-19 submitted by SCHALL, RICHARD M, SCHALL & BARASCH, LLC on behalf of TERRI FENNIMORE against PARTYLITE GIFTS, INC., PARTYLITE WORLDWIDE, LLC		LCV201910217136	6/11/2019

Showing 1 to 1 of 1 entries

Screen ID : ECCV3001

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HOLD-CK Case Jacket 2019 11/11

RICHARD M. SCHALL, ESQUIRE (ID #030301987)
PATRICIA A. BARASCH, ESQUIRE (ID #024631993)
SCHALL & BARASCH, LLC
MOORESTOWN OFFICE CENTER
110 MARTER AVE., SUITE 105
MOORESTOWN, NJ 08057
(856) 914-9200
ATTORNEYS FOR PLAINTIFF TERRI FENNIMORE

TERRI FENNIMORE,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
Plaintiff,	:	MERCER COUNTY
	:	
v.	:	DOCKET NO.
	:	
PARTYLITE GIFTS, INC. and	:	Civil Action
PARTYLITE WORLDWIDE, LLC,	:	
	:	
Defendants.	:	COMPLAINT AND DEMAND FOR
	:	JURY TRIAL

PRELIMINARY STATEMENT

Plaintiff Terri Fennimore brings this complaint under the provisions of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12(l), against defendants PartyLite Gifts, Inc. and PartyLite Worldwide, LLC on account of their having discriminated against her on account of her age—refusing, because of plaintiff's age, to enter into a contract with her that would have allowed her the opportunity to become a Senior Regional Vice-President with Defendant Partylite Gifts, Inc. Plaintiff also brings a claim under the common law of the State of New Jersey against defendants for breach of

implied contract on account of defendants' failure to honor the terms of their Senior Regional Vice President Plan, under which plaintiff should have been considered for, and granted, the position as Regional Vice President.

THE PARTIES

1. Plaintiff, Terri Fennimore, who resides at 751 Bunker Hill Avenue, Lawrenceville, New Jersey, has worked continuously since 1985 as an independent contractor for defendants, in which position she sold, and recruited others to sell, defendants' products.
2. Defendant PartyLite Gifts, Inc., with headquarters at 600 Cordwainer Drive, Norwell, Massachusetts, holds itself out as the "world's #1 party plan marketer selling candles, candle holders, flameless fragrance, wax warmers, and holiday and home décor products." It sells those products via a network of "independent consultants" it contracts with, and it compensates those salespersons based both on the sales they individually make as well as (and often more significantly) based on the sales generated by those whom they recruit to become additional salespersons for defendants.
3. Defendant PartyLite Worldwide LLC is the parent company of defendant PartyLite Gifts, Inc. and, in addition to operating in the United States as PartyLite Gifts, Inc., operates similar businesses in numerous countries around the world under separate corporate identities.

FACTUAL ALLEGATIONS

Defendants Operate Through a “Direct Selling” Organizational Structure and Promulgate, Within That Structure, Specific Policies and Procedures Regulating Advancement to Leadership Positions.

4. Rather than selling their products through retail outlets, defendants have developed a system of “direct selling” products through a network of what they refer to as “independent consultants,” who are tasked with making sales by holding parties (referred to by defendants as “Shows”) for family, friends, acquaintances, or others at which defendants’ products are displayed and sold.

5. Defendants consider their salespersons to be independent contractors and require, as a condition of their working for defendants, that each salesperson agree to the terms of an “Independent Consultant Agreement.”

6. Pursuant to the terms of these “Independent Consultant Agreements,” defendants also require their salespersons to turn over within five days all monies taken in at a “Show” at which products are sold, with any failure to comply with this requirement resulting in the closing of the Consultant Account and termination of the “Independent Consultant Agreement.”

7. Under the terms of defendants’ “Independent Consultant Agreements,” defendants establish for each salesperson a “Consultant Account” and then pay into that account a portion of the profits from sales made by the consultant with the payments made pursuant to the terms of the PartyLite Profit Plan established by defendants.

8. The Independent Consultant Agreements also require a salesperson to agree that he or she “is an independent contractor and is not an agent or employee of the Company and, as such, will not be treated as an employee for any Federal or State

income withholding taxes, Social Security, Workers' Compensation, Unemployment Compensation or other employee types of tax purposes."

9. Once defendants have hired a salesperson as a consultant, defendants provide a mechanism for such consultants to move up an organizational "ladder" to positions as "Leaders" where they not only make direct sales but also recruit other "sales consultants" and then receive a portion of the profits generated by those sales consultants.

10. This organizational ladder consists of a number of steps that may be climbed by a "Leader" into positions of increasing responsibility based on each successive step up the organizational ladder. As a "Leader," the consultant oversees a wider and wider network of consultants below him or her in "sales groups" for which the Leader is ultimately responsible and from which the Leader derives additional income.

11. Defendants require those of its consultants who become "Leaders" to sign something called a "Leader Commitment Agreement"—a contract that spells out the terms and conditions of their participating in what defendants refer to as their "Profit Plus Award Program."

12. The "Leader Commitment Agreement" provides that, "Leaders are not guaranteed any specific amount of incentives and have no vested property right to receive incentives from the Company. . . . A Leader's right to receive any incentives depends on the Company's determination that the Leader is entitled to such incentives in accordance with the terms of this Agreement, the Plan, the Guide, the Program, and the policies and procedures established from time to time with the Company."

13. According to the "Leader Commitment Agreement," the various steps of increasing responsibility a Leader advances to, beginning at the lowest step to the

highest, are the following: “Unit Leader,” “Senior Unit Leader,” “Group Leader,” “District Leader,” “Regional Leader,” “Regional Vice President,” and “Senior Regional Vice President.”

14. To provide for the situation where a Senior Regional Vice President wishes to step down from that position on account of retirement or other personal reasons and to designate a successor to assume that position, defendants have promulgated and distributed to its consultants and Leaders a policy entitled, “Senior Regional Vice President Transition Plan” (“SRVP Transition Plan”).

15. Under the terms of the SRVP Transition Plan, those holding the position of SRVP are allowed to designate a successor (“Designee”), to whom their responsibilities will be transitioned, with compensation over the course of the following ten years to be shared between the departing SRVP and his or her designee based on a schedule set forth in the Plan.

16. The criteria for eligibility to participate as a “Transitioning SRVP,” as well as those required to participate as a “Designee” of the Transitioning SRVP are spelled out in the SRVP Transition Plan.

17. Under the terms of the SRVP Transition Plan, defendants promise to follow a specified process, which includes an interview of the Designee, a review with “downline and upline lineage” [a term that refers to the consultants in the sales groups for whom the SRVP is responsible], and “company sanctioned training and business involvement.” Following the completion of that process, defendants reserve to themselves the “discretion” as to whether or not to accept the Designee selected by the Transitioning SRVP.

18. The SRVP Transition Plan also requires that the Transitioning SRVP provide defendants with “notification of his/her desire to participate in the Transition Plan, and must recommend his/her Designee, at least three months prior to her/his intended Transition Period.”

Although Plaintiff Is Named By A Transitioning SRVP To Become Her Successor, Defendants Fail To Follow The Policy Regarding The Transition Process And Refuse To Allow Plaintiff To Become An SRVP.

19. On or about August, 2017, one of defendants SRVPs, Lorraine Ricca, decided that she wanted to participate in defendants’ SRVP Transition plan and informed defendants that she had chosen plaintiff as her successor “Designee.”

20. Plaintiff, who, during her more than 30 years of work with defendants, had previously served as a Unit Leader, Senior Unit Leader, Group Leader, District Leader, Regional Leader and a SRVP, met all the eligibility criteria set out in defendants’ SRVP Transition Plan, including the requirement of holding “the title of Regional Leader or higher during the three (3) years prior to his/her approval and acceptance into the Transition Plan by PartyLite.”

21. At the time Ms. Ricca selected plaintiff as her “Designee” to take over her position as SRVP, plaintiff was 60 years old.

22. Even though the defendants’ SRVP Transition Plan requires defendants, upon the nomination of a Designee, to follow a specified process, which includes an interview of the Designee, a review with “downline and upline lineage” and “company sanctioned training and business involvement,” defendants failed to follow that process with plaintiff—never interviewing her; never reviewing her lineage; and never offering her the “company sanctioned training and business involvement.”

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23. Defendants offered plaintiff no reason or explanation as to why, in the case of plaintiff, they were ignoring the process spelled out in the Transition Plan to consider her as the Designee.

24. Upon information and belief, when Designees have been younger than plaintiff, defendants have followed the policies set out in the SRVP Transition Plan and have proceeded to interview the Designee, review their lineage, provide them with training, and then appoint them to the SRVP position.

25. Instead of following its specified process with plaintiff whom Ms. Ricca had chosen as her “Designee”—a process that, upon its conclusion would have resulted in plaintiff becoming an SRVP—defendants selected a person some eight (8) years younger than plaintiff to whom it then awarded the SRVP position.

26. As a result of defendants denying plaintiff appointment to the SRVP position, in which she would have inherited the sales groups associated in the “lineage” of Ms. Ricca—the retiring SRVP—defendants have caused plaintiff to suffer the loss of the income stream that would have flowed to her as an SRVP.

COUNT ONE
(Age Discrimination)

27. Plaintiff repeats and realleges the preceding paragraphs as if set forth herein in their entirety.

28. The New Jersey Law Against Discrimination makes it unlawful for “any person to refuse to . . . contract with . . . or otherwise do business with any other person on the basis of . . . age.” N.J.S.A. 10:5-12(l).

MER-L-001137-19 06/11/2019 11:20:05 AM Pg 8 of 11 Trans ID: LCV20191021713

29. In refusing to award the SRVP position to plaintiff, defendants have refused to enter into a contract with plaintiff on account of her age, thereby violating the provisions of the New Jersey Law Against Discrimination.

30. As a result of defendants denying plaintiff appointment to the SRVP position, defendants have caused plaintiff to suffer the loss of the income stream that would have flowed to her as an SRVP.

COUNT TWO
(Breach of Implied Contract)

31. Plaintiff repeats and realleges the preceding paragraphs as if set forth herein in their entirety.

32. The SRVP Transition Plan, given the manner in which it was promulgated and distributed to defendants' consultants, imposed upon defendants certain legally binding obligations—obligations which defendants failed to comply with in denying plaintiff the opportunity to become an SRVP.

33. In failing to abide by the terms of their SRVP Transition Plan, defendants breached an implied contract with plaintiff.

34. As a result of defendants' breach of their implied contract with plaintiff, defendants have caused plaintiff to suffer the loss of the income stream that would have flowed to her as an SRVP.

RELIEF REQUESTED

WHEREFORE, plaintiff demands judgment against the defendants and requests the following relief:

- a. Order that defendants place plaintiff into the position of Senior Regional Vice President—the position for which she had been made the Designee but which was denied her by defendants;
- b. Order that defendants make plaintiff whole for all the losses she has suffered, still suffers, and will suffer in terms of lost income as a result of being denied the SRVP position.
- c. Order that defendants compensate plaintiff for the emotional distress, humiliation, and anguish she has suffered on account of defendants' depriving her of the SRVP position;
- d. Order that defendants pay punitive damages on account of its conduct toward plaintiff;
- e. Award plaintiff her reasonable costs and attorneys' fees incurred in the litigation of this matter, including an enhancement of those fees as permitted under the law, and further including all time incurred in the effort to resolved the matter pre-litigation; and
- f. Grant plaintiff such other relief as the Court deems just and proper.

SCHALL & BARASCH, L.L.C.

BY: /s/Richard M. Schall
RICHARD M. SCHALL
PATRICIA A. BARASCH
Attorneys for Plaintiff

Dated: June 10, 2019

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues as permitted by law.

MER-L-001137-19 06/11/2019 11:20:05 AM Pg 10 of 11 Trans ID: LCV20191021713

BY: /s/Richard M. Schall
RICHARD M. SCHALL
PATRICIA A. BARASCH
Attorneys for Plaintiff

Dated: June 10, 2019

CERTIFICATION PURSUANT TO RULE 4:5-1

1. I certify that, to my knowledge, the matter in controversy is not the subject of any other action pending in Court nor of a pending arbitration proceeding.
2. To my knowledge, no other action or arbitration is contemplated.

BY: /s/Richard M. Schall
RICHARD M. SCHALL
PATRICIA A. BARASCH
Attorneys for Plaintiff

Dated: June 10, 2019

MER-L-001137-19 06/11/2019 11:20:05 AM Pg 11 of 11 Trans ID: LCV20191021713

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Richard M. Schall is hereby designated as trial counsel in this matter.

BY: /s/Richard M. Schall
RICHARD M. SCHALL
Attorneys for Plaintiff

Dated: June 10, 2019

JUN 13 2019

**CORPORATE CREATIONS®**

Registered Agent • Director • Incorporation

Corporate Creations Network Inc.

11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410

PartyLite Worldwide, LLC
 Raul Tellez Vice President of Legal
 Luminex Home Décor and Fragrance Company
 10521 Millington Ct.
 Cincinnati OH 45242

06/14/2019

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5.	State Served:	New Jersey
6.	Case Number:	1137-19
7.	Case Type:	Age Discrimination
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12.	SOP Sender: <small>(Name, City, State, and Phone Number)</small>	Richard M. Schall Moorestown, NJ (856) 914-9200
13.	Shipped To Client By:	Email Only with PDF Link
14.	Tracking Number:	
15.	Handled By:	311
16.	Notes:	None.

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11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410 Tel: (561) 694-8107 Fax: (561) 694-1639

www.CorporateCreations.com

SUMMONS

Attorney(s) Richard M. Schall, ID. 030301993
 Office Address 110 Marter Avenue, Suite 105
 Town, State, Zip Code Moorestown, NJ 08057
 Telephone Number 856-914-9200
 Attorney(s) for Plaintiff Terri Fennimore
Terri Fennimore

**Superior Court of
New Jersey**

Mercer County
Law Division

Docket No: 1137-19

Plaintiff(s)

vs.

Partylite Gifts, Inc.

Partylite Worldwide, LLC

Defendant(s)

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SUMMONS**

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If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

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151 Michelle Smith
 Clerk of the Superior Court

DATED: 06/11/2019

Name of Defendant to Be Served: Partylite Worldwide, LLC c/o Corporate Creations Network, Inc., Reg. Agent

Address of Defendant to Be Served: 600 Cordwainer Drive, Norwell MA 02061 12 Christopher Way, #200
Eatontown, NJ 07724

MER-L-001137-19 06/11/2019 11:20:05 AM Pg 1 of 2 Trans ID: LCV20191021713

Civil Case Information Statement

Case Details: MERCER | Civil Part Docket# L-001137-19

Case Caption: FENNIMORE TERRI VS PARTYLITE
GIFTS, INC .

Case Initiation Date: 06/11/2019

Attorney Name: RICHARD M SCHALL

Firm Name: SCHALL & BARASCH, LLC

Address: MOORESTOWN OFFICE CTR 110 MARTER AVE
STE 105

MOORESTOWN NJ 080570000

Phone:

Name of Party: PLAINTIFF : Fennimore, Terri

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same
transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO

Title 59? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

06/11/2019

Dated

/s/ RICHARD M SCHALL

Signed

6/11/2019

eCourts Civil Case Jacket

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CASE JACKET

User: RICHARD SCHALL

Docket Number: MER L 001137 - 19

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Case Caption: Fennimore Terri Vs Partylite Gifts Inc

Court: Civil Part
 Case Type: Law Against Discrimination (Lad) Cases
 Case Track: 3
 # of Discovery Days: 450
 Original Discovery End Date:
 Original Arbitration Date:
 Original Trial Date:
 Disposition Date:


Venue: Mercer
 Case Status: Active
 Judge: Janetta D Marbrey
 Age of Case: 00 YR 00 MO
 Current Discovery End Date:
 Current Arbitration Date:
 Current Trial Date:
 Case Disposition: Open

Case Initiation Date: 06/11/2019
 Jury Demand: 6 Jurors
 Team: 8
 Consolidated Case: N
 # of DED Extensions: 0
 # of Arb Adjournments: 0
 # of Trial Date Adjournments: 0
 Statewide Lien:

Plaintiffs (1) Defendants (2) ACMS Documents (1) Fees (1)

Terri Fennimore

Case Actions

Filed Date	Filings	Docket Text	Transaction ID	Entry Date
6/11/2019	 Complaint with Jury Demand for MER-L-001137-19 submitted by SCHALL, RICHARD M, SCHALL & BARASCH, LLC on behalf of TERRI FENNIMORE against PARTYLITE GIFTS, INC., PARTYLITE WORLDWIDE, LLC		LCV20191021713	6/11/2019

Showing 1 to 1 of 1 entries

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RICHARD M. SCHALL, ESQUIRE (ID #030301987)
PATRICIA A. BARASCH, ESQUIRE (ID #024631993)
SCHALL & BARASCH, LLC
MOORESTOWN OFFICE CENTER
110 MARTER AVE., SUITE 105
MOORESTOWN, NJ 08057
(856) 914-9200
ATTORNEYS FOR PLAINTIFF TERRI FENNIMORE

TERRI FENNIMORE,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
Plaintiff,	:	MERCER COUNTY
	:	
v.	:	DOCKET NO.
	:	
PARTYLITE GIFTS, INC. and	:	Civil Action
PARTYLITE WORLDWIDE, LLC,	:	
	:	
Defendants.	:	COMPLAINT AND DEMAND FOR
	:	JURY TRIAL

PRELIMINARY STATEMENT

Plaintiff Terri Fennimore brings this complaint under the provisions of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12(l), against defendants PartyLite Gifts, Inc. and PartyLite Worldwide, LLC on account of their having discriminated against her on account of her age—refusing, because of plaintiff's age, to enter into a contract with her that would have allowed her the opportunity to become a Senior Regional Vice-President with Defendant Partylite Gifts, Inc. Plaintiff also brings a claim under the common law of the State of New Jersey against defendants for breach of

implied contract on account of defendants' failure to honor the terms of their Senior Regional Vice President Plan, under which plaintiff should have been considered for, and granted, the position as Regional Vice President.

THE PARTIES

1. Plaintiff, Terri Fennimore, who resides at 751 Bunker Hill Avenue, Lawrenceville, New Jersey, has worked continuously since 1985 as an independent contractor for defendants, in which position she sold, and recruited others to sell, defendants' products.

2. Defendant PartyLite Gifts, Inc., with headquarters at 600 Cordwainer Drive, Norwell, Massachusetts, holds itself out as the "world's #1 party plan marketer selling candles, candle holders, flameless fragrance, wax warmers, and holiday and home décor products." It sells those products via a network of "independent consultants" it contracts with, and it compensates those salespersons based both on the sales they individually make as well as (and often more significantly) based on the sales generated by those whom they recruit to become additional salespersons for defendants.

3. Defendant PartyLite Worldwide LLC is the parent company of defendant PartyLite Gifts, Inc. and, in addition to operating in the United States as PartyLite Gifts, Inc., operates similar businesses in numerous countries around the world under separate corporate identities.

FACTUAL ALLEGATIONS

Defendants Operate Through a “Direct Selling” Organizational Structure and Promulgate, Within That Structure, Specific Policies and Procedures Regulating Advancement to Leadership Positions.

4. Rather than selling their products through retail outlets, defendants have developed a system of “direct selling” products through a network of what they refer to as “independent consultants,” who are tasked with making sales by holding parties (referred to by defendants as “Shows”) for family, friends, acquaintances, or others at which defendants’ products are displayed and sold.

5. Defendants consider their salespersons to be independent contractors and require, as a condition of their working for defendants, that each salesperson agree to the terms of an “Independent Consultant Agreement.”

6. Pursuant to the terms of these “Independent Consultant Agreements,” defendants also require their salespersons to turn over within five days all monies taken in at a “Show” at which products are sold, with any failure to comply with this requirement resulting in the closing of the Consultant Account and termination of the “Independent Consultant Agreement.”

7. Under the terms of defendants’ “Independent Consultant Agreements,” defendants establish for each salesperson a “Consultant Account” and then pay into that account a portion of the profits from sales made by the consultant with the payments made pursuant to the terms of the PartyLite Profit Plan established by defendants.

8. The Independent Consultant Agreements also require a salesperson to agree that he or she “is an independent contractor and is not an agent or employee of the Company and, as such, will not be treated as an employee for any Federal or State

income withholding taxes, Social Security, Workers' Compensation, Unemployment Compensation or other employee types of tax purposes."

9. Once defendants have hired a salesperson as a consultant, defendants provide a mechanism for such consultants to move up an organizational "ladder" to positions as "Leaders" where they not only make direct sales but also recruit other "sales consultants" and then receive a portion of the profits generated by those sales consultants.

10. This organizational ladder consists of a number of steps that may be climbed by a "Leader" into positions of increasing responsibility based on each successive step up the organizational ladder. As a "Leader," the consultant oversees a wider and wider network of consultants below him or her in "sales groups" for which the Leader is ultimately responsible and from which the Leader derives additional income.

11. Defendants require those of its consultants who become "Leaders" to sign something called a "Leader Commitment Agreement"—a contract that spells out the terms and conditions of their participating in what defendants refer to as their "Profit Plus Award Program."

12. The "Leader Commitment Agreement" provides that, "Leaders are not guaranteed any specific amount of incentives and have no vested property right to receive incentives from the Company. . . . A Leader's right to receive any incentives depends on the Company's determination that the Leader is entitled to such incentives in accordance with the terms of this Agreement, the Plan, the Guide, the Program, and the policies and procedures established from time to time with the Company."

13. According to the "Leader Commitment Agreement," the various steps of increasing responsibility a Leader advances to, beginning at the lowest step to the

highest, are the following: “Unit Leader,” “Senior Unit Leader,” “Group Leader,” “District Leader,” “Regional Leader,” “Regional Vice President,” and “Senior Regional Vice President.”

14. To provide for the situation where a Senior Regional Vice President wishes to step down from that position on account of retirement or other personal reasons and to designate a successor to assume that position, defendants have promulgated and distributed to its consultants and Leaders a policy entitled, “Senior Regional Vice President Transition Plan” (“SRVP Transition Plan”).

15. Under the terms of the SRVP Transition Plan, those holding the position of SRVP are allowed to designate a successor (“Designee”), to whom their responsibilities will be transitioned, with compensation over the course of the following ten years to be shared between the departing SRVP and his or her designee based on a schedule set forth in the Plan.

16. The criteria for eligibility to participate as a “Transitioning SRVP,” as well as those required to participate as a “Designee” of the Transitioning SRVP are spelled out in the SRVP Transition Plan.

17. Under the terms of the SRVP Transition Plan, defendants promise to follow a specified process, which includes an interview of the Designee, a review with “downline and upline lineage” [a term that refers to the consultants in the sales groups for whom the SRVP is responsible], and “company sanctioned training and business involvement.” Following the completion of that process, defendants reserve to themselves the “discretion” as to whether or not to accept the Designee selected by the Transitioning SRVP.

18. The SRVP Transition Plan also requires that the Transitioning SRVP provide defendants with “notification of his/her desire to participate in the Transition Plan, and must recommend his/her Designee, at least three months prior to her/his intended Transition Period.”

Although Plaintiff Is Named By A Transitioning SRVP To Become Her Successor, Defendants Fail To Follow The Policy Regarding The Transition Process And Refuse To Allow Plaintiff To Become An SRVP.

19. On or about August, 2017, one of defendants SRVPs, Lorraine Ricca, decided that she wanted to participate in defendants' SRVP Transition plan and informed defendants that she had chosen plaintiff as her successor “Designee.”

20. Plaintiff, who, during her more than 30 years of work with defendants, had previously served as a Unit Leader, Senior Unit Leader, Group Leader, District Leader, Regional Leader and a SRVP, met all the eligibility criteria set out in defendants' SRVP Transition Plan, including the requirement of holding “the title of Regional Leader or higher during the three (3) years prior to his/her approval and acceptance into the Transition Plan by PartyLite.”

21. At the time Ms. Ricca selected plaintiff as her “Designee” to take over her position as SRVP, plaintiff was 60 years old.

22. Even though the defendants' SRVP Transition Plan requires defendants, upon the nomination of a Designee, to follow a specified process, which includes an interview of the Designee, a review with “downline and upline lineage” and “company sanctioned training and business involvement,” defendants failed to follow that process with plaintiff—never interviewing her; never reviewing her lineage; and never offering her the “company sanctioned training and business involvement.”

23. Defendants offered plaintiff no reason or explanation as to why, in the case of plaintiff, they were ignoring the process spelled out in the Transition Plan to consider her as the Designee.

24. Upon information and belief, when Designees have been younger than plaintiff, defendants have followed the policies set out in the SRVP Transition Plan and have proceeded to interview the Designee, review their lineage, provide them with training, and then appoint them to the SRVP position.

25. Instead of following its specified process with plaintiff whom Ms. Ricca had chosen as her “Designee”—a process that, upon its conclusion would have resulted in plaintiff becoming an SRVP—defendants selected a person some eight (8) years younger than plaintiff to whom it then awarded the SRVP position.

26. As a result of defendants denying plaintiff appointment to the SRVP position, in which she would have inherited the sales groups associated in the “lineage” of Ms. Ricca—the retiring SRVP—defendants have caused plaintiff to suffer the loss of the income stream that would have flowed to her as an SRVP.

COUNT ONE
(Age Discrimination)

27. Plaintiff repeats and realleges the preceding paragraphs as if set forth herein in their entirety.

28. The New Jersey Law Against Discrimination makes it unlawful for “any person to refuse to . . . contract with . . . or otherwise do business with any other person on the basis of . . . age.” N.J.S.A. 10:5-12(l).

29. In refusing to award the SRVP position to plaintiff, defendants have refused to enter into a contract with plaintiff on account of her age, thereby violating the provisions of the New Jersey Law Against Discrimination.

30. As a result of defendants denying plaintiff appointment to the SRVP position, defendants have caused plaintiff to suffer the loss of the income stream that would have flowed to her as an SRVP.

COUNT TWO
(Breach of Implied Contract)

31. Plaintiff repeats and realleges the preceding paragraphs as if set forth herein in their entirety.

32. The SRVP Transition Plan, given the manner in which it was promulgated and distributed to defendants' consultants, imposed upon defendants certain legally binding obligations—obligations which defendants failed to comply with in denying plaintiff the opportunity to become an SRVP.

33. In failing to abide by the terms of their SRVP Transition Plan, defendants breached an implied contract with plaintiff.

34. As a result of defendants' breach of their implied contract with plaintiff, defendants have caused plaintiff to suffer the loss of the income stream that would have flowed to her as an SRVP.

RELIEF REQUESTED

WHEREFORE, plaintiff demands judgment against the defendants and requests the following relief:

- a. Order that defendants place plaintiff into the position of Senior Regional Vice President—the position for which she had been made the Designee but which was denied her by defendants;
- b. Order that defendants make plaintiff whole for all the losses she has suffered, still suffers, and will suffer in terms of lost income as a result of being denied the SRVP position.
- c. Order that defendants compensate plaintiff for the emotional distress, humiliation, and anguish she has suffered on account of defendants' depriving her of the SRVP position;
- d. Order that defendants pay punitive damages on account of its conduct toward plaintiff;
- e. Award plaintiff her reasonable costs and attorneys' fees incurred in the litigation of this matter, including an enhancement of those fees as permitted under the law, and further including all time incurred in the effort to resolved the matter pre-litigation; and
- f. Grant plaintiff such other relief as the Court deems just and proper.

SCHALL & BARASCH, L.L.C.

BY: /s/Richard M. Schall
RICHARD M. SCHALL
PATRICIA A. BARASCH
Attorneys for Plaintiff

Dated: June 10, 2019

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues as permitted by law.

MER-L-001137-19 06/11/2019 11:20:05 AM Pg 10 of 11 Trans ID: LCV20191021713

BY: /s/Richard M. Schall
RICHARD M. SCHALL
PATRICIA A. BARASCH
Attorneys for Plaintiff

Dated: June 10, 2019

CERTIFICATION PURSUANT TO RULE 4:5-1

1. I certify that, to my knowledge, the matter in controversy is not the subject of any other action pending in Court nor of a pending arbitration proceeding.
2. To my knowledge, no other action or arbitration is contemplated.

BY: /s/Richard M. Schall
RICHARD M. SCHALL
PATRICIA A. BARASCH
Attorneys for Plaintiff

Dated: June 10, 2019

MER-L-001137-19 06/11/2019 11:20:05 AM Pg 11 of 11 Trans ID: LCV20191021713

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Richard M. Schall is hereby designated as trial counsel
in this matter.

BY: /s/Richard M. Schall
RICHARD M. SCHALL
Attorneys for Plaintiff

Dated: June 10, 2019

JUN 13 2019

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CASE JACKET
User:DANIELLE ACOCELLA
Docket Number: MER L 001137 - 19

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Case Caption: Fennimore Terri Vs Partylite Gifts Inc

Court: Civil Part	Venue: Mercer	Case Initiation Date: 06/11/2019
Case Type: Law Against Discrimination (Lad) Cases	Case Status: Active	Jury Demand: 6 Jurors
Case Track: 3	Judge: Janetta D Marbrey	Team: 8
# of Discovery Days: 450	Age of Case: 00 YR 00 MO	Consolidated Case: N
Original Discovery End Date:	Current Discovery End Date:	# of DED Extensions: 0
Original Arbitration Date:	Current Arbitration Date:	# of Arb Adjournments: 0
Original Trial Date:	Current Trial Date:	# of Trial Date Adjournments: 0
Disposition Date:	Case Disposition: Open	Statewide Lien:

Plaintiffs (1)










Defendants (2)

ACMS Documents (3)

Fees (3)

Terri Fennimore

Case Actions

Filed Date	Filings	Docket Text	Transaction ID	Entry Date
6/11/2019	 	Complaint with Jury Demand for MER-L-001137-19 submitted by SCHALL, RICHARD M, SCHALL & BARASCH, LLC on behalf of TERRI FENNIMORE against PARTYLITE GIFTS, INC., PARTYLITE WORLDWIDE, LLC	LCV20191021713	6/11/2019
6/12/2019	 	TRACK ASSIGNMENT Notice submitted by Case Management	LCV20191027945	6/12/2019
6/18/2019	 	AFFIDAVIT OF SERVICES submitted by SCHALL, RICHARD, M of SCHALL & BARASCH, LLC on behalf of TERRI FENNIMORE against PARTYLITE WORLDWIDE LLC, PARTYLITE GIFTS INC	LCV20191067081	6/18/2019
6/19/2019		DEFICIENCY NOTICE: re: AFFIDAVIT OF SERVICES [LCV20191067081] -Please file this document as an "AFFIDAVIT OF SERVICE". Thank you!	LCV20191077023	6/19/2019
7/3/2019	 	AFFIDAVIT OF SERVICE submitted by BARASCH, PATRICIA, ANN of SCHALL & BARASCH, LLC on behalf of TERRI FENNIMORE against PARTYLITE WORLDWIDE LLC, PARTYLITE GIFTS INC	LCV20191164309	7/3/2019

Showing 1 to 5 of 5 entries

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MERCER COUNTY COURTHOUSE
CIVIL CASE MANAGMENT OFFICE
175 SOUTH BROAD ST P O BOX 8068
TRENTON NJ 08650-0068

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 571-4200
COURT HOURS 8:30 AM - 4:30 PM

DATE: JUNE 11, 2019
RE: FENNIMORE TERRI VS PARTYLITE GIFTS INC
DOCKET: MER L -001137 19

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JANETTA D. MARBREY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 008
AT: (609) 571-4200.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: RICHARD M. SCHALL
SCHALL & BARASCH, LLC
MOORESTOWN OFFICE CTR
110 MARTER AVE STE 105
MOORESTOWN NJ 08057

JUWWIL3

AFFIDAVIT OF SERVICE

TYPE OF PROCESS: Civil Action Summons, Case Information Statement, Track Assignment, and Complain And Demand For Jury Trial

SERVED: Partylite Gifts, Inc. c/o Corporate Network, Inc., Registered Agent

ADDRESS: 12 Christopher Way, #200, Eatontown, NJ 07724

TELEPHONE: (856) 269-9055

ATTORNEY: Richard M. Schall, Esquire

COUNTY OF VENUE: Mercer DOCKET NO.: 1137-19

Terri Fennimore,
PLAINTIFF(S)

VS

Partylite Gifts, Inc., et al.,
DEFENDANT(S)

Received this process on the 11th day of June 2019, and served the same on the within named Defendant at 1:41 PM on the 13th day of June 2019 in Monmouth County, New Jersey.

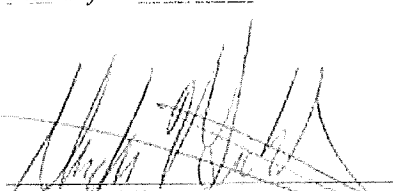
- ☐ INDIVIDUAL SERVICE: By delivering to the within named person a true copy of this process along with a copy of the complaint, petition or other initial pleading or paper as indicated above.
- ☐ SUBSTITUTE SERVICE: By leaving a true copy of this process along with a copy of the complaint, petition or other initial pleading or paper as indicated above, at the within named person's usual place of abode and/or business with a person residing at the said address, fourteen years of age or older, to wit: , and informing such persons of their contents.
- ☒ CORPORATION SERVICE: By delivering a true copy of this process with the date and hour of serve endorsed thereon by me and a copy of the complaint, petition or other initial pleading or paper as indicated above, to: Diane Laorte, Receptionist, on behalf of Partylite Gifts, Inc. c/o Corporate Creations Network, Inc., Registered Agent, a corporation.
- ☐ NON-SERVICE: By returning the same this ____ day of _____, 2019, for the reason that after diligent search and inquiry the above named could not be located in ____ County, _____, for the following reason: _____.

DESCRIPTION

GENDER: ____ SKIN COLOR: ____ AGE: ____ HGT: ____ WGT: ____ GLASSES: ____

Sworn to and subscribed before me this
14th day of June 2019

Before me the undersigned
personally appeared Jeanette C. Deeck,


Notary Public

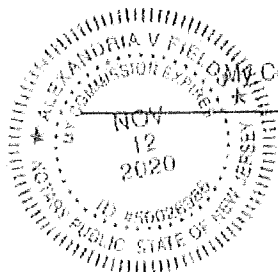
ALEXANDRIA V. FIELDS

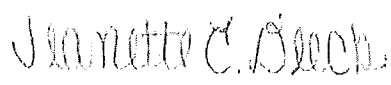
ID #50026986

NOTARY PUBLIC

STATE OF NEW JERSEY

Commission Expires Nov. 12, 2020




and being duly sworn, deposes and says
that he/she served the above on the above
named dates
Selective Subpoena & Investigative Service, Inc.
P.O. Box 8191, Cherry Hill, New Jersey 08002

AFFIDAVIT OF SERVICE

TYPE OF PROCESS: Civil Action Summons, Case Information Statement, Track Assignment, and Complain And Demand For Jury Trial

SERVED: Partylite Worldwide, LLC c/o Corporate Network, Inc., Registered Agent

ADDRESS: 12 Christopher Way, #200, Eatontown, NJ 07724

TELEPHONE: (856) 269-9055

ATTORNEY: Richard M. Schall, Esquire

COUNTY OF VENUE: Mercer DOCKET NO.: 1137-19

Ferri Femimore,
PLAINTIFF(S)

VS

Partylite Gifts, Inc., et al.,
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- ☒ CORPORATION SERVICE: By delivering a true copy of this process with the date and hour of serve endorsed thereon by me and a copy of the complaint, petition or other initial pleading or paper as indicated above, to: Diane Lacorte, Receptionist, on behalf of Partylite Worldwide, LLC c/o Corporate Creations Network, Inc., Registered Agent, a corporation.
- ☐ NON-SERVICE: By returning the same this day of , 2019, for the reason that after diligent search and inquiry the above named could not be located in County, for the following reason: .

DESCRIPTION

GENDER: SKIN COLOR: AGE: HGT: WGT: GLASSES:

Sworn to and subscribed before me this
14th day of June 2019

Before me the undersigned
personally appeared Jeanette C. Deeck,

Alexandria V Field
Notary Public

ALEXANDRIA V FIELD

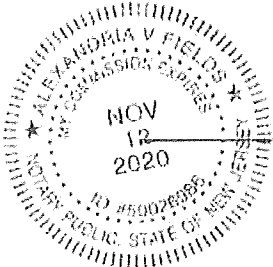
ID #50026986

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STATE OF NEW JERSEY

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Jeanette C. Deeck
and being duly sworn, deposes and says
that he/she served the above on the above
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Selective Subpoena & Investigative Service, Inc.
P.O. Box 8191, Cherry Hill, New Jersey 08002



SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following deficiency notice is being sent from eCourts:

Plaintiff Name: TERRI FENNIMORE
Defendant Name: PARTYLITE WORLDWIDE LLC, PARTYLITE GIFTS INC
Case Caption: FENNIMORE TERRI VS PARTYLITE GIFTS INC
Case Number: MER L 001137-19
Docket Text: **DEFICIENCY NOTICE:** re: AFFIDAVIT OF SERVICES LCV20191067081 -Please file this document as an "AFFIDAVIT OF SERVICE". Thank you!
Transaction ID: LCV20191077023

Notice has been electronically mailed to: RICHARD M SCHALL
Plaintiff Attorney
RSCHALL@SCHALLANDBARASCH.COM
CCOMP@SCHALLANDBARASCH.COM
PBARASCH@SCHALLANDBARASCH.COM

Notice was not electronically mailed to:
Defendant PARTYLITE WORLDWIDE LLC 600 CORDWAINER DRIVE, NORWELL, MA 02061
Defendant PARTYLITE GIFTS INC 600 CORDWAINER DRIVE, NORWELL, MA 02061

Login to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.

For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.

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TELEPHONE: (856) 269-9055

ATTORNEY: Richard M. Schall, Esquire

COUNTY OF VENUE: Mercer DOCKET NO.: 1137-19

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DESCRIPTION

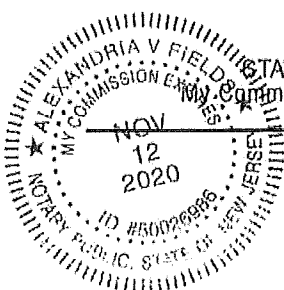
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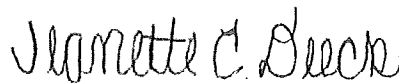
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personally appeared Jeanette C. Deeck,


Notary Public
ALEXANDRIA V FIELDS

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NOTARY PUBLIC
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My Commission Expires Nov. 12, 2020





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that he/she served the above on the above
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ATTORNEY: Richard M. Schall, Esquire

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Received this process on the 11th day of June 2019, and served the same on the within named Defendant at 1:41 PM on the 13th day of June 2019 in Monmouth County, New Jersey.

- ☐ INDIVIDUAL SERVICE: By delivering to the within named person a true copy of this process along with a copy of the complaint, petition or other initial pleading or paper as indicated above.
- ☐ SUBSTITUTE SERVICE: By leaving a true copy of this process along with a copy of the complaint, petition or other initial pleading or paper as indicated above, at the within named person's usual place of abode and/or business with a person residing at the said address, fourteen years of age or older, to wit: and informing such persons of their contents.
- ☒ CORPORATION SERVICE: By delivering a true copy of this process with the date and hour of serve endorsed thereon by me and a copy of the complaint, petition or other initial pleading or paper as indicated above, to: Diane Lacorte, Receptionist, on behalf of Partylite Worldwide, LLC c/o Corporate Creations Network, Inc., Registered Agent, a corporation.
- ☐ NON-SERVICE: By returning the same this day of , 2019, for the reason that after diligent search and inquiry the above named could not be located in County, , for the following reason: .

DESCRIPTION


GENDER: SKIN COLOR: AGE: HGT: WGT: GLASSES:

Sworn to and subscribed before me this
14th day of June 2019

Before me the undersigned
personally appeared Jeanette C. Deeck,


Notary Public **ALEXANDRIA V FIELDS**

ID #50026986
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Nov. 12, 2020



and being duly sworn, deposes and says
that he/she served the above on the above
named dates
Selective Subpoena & Investigative Service, Inc.
P.O. Box 8191, Cherry Hill, New Jersey 08002

